



ENTERED
02/25/2021

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

<p>In re</p> <p>NPC INTERNATIONAL, INC., <i>et al.,</i></p> <p style="text-align: center;">Debtors.¹</p>	§ § § § § § §	<p>Chapter 11</p> <p>Case No. 20–33353 (DRJ)</p> <p>(Jointly Administered)</p>
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STIPULATION, AGREEMENT AND ORDER
GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY
(Docket No. 1551)

This stipulation, agreement and order (the “**Stipulation**”) is entered into by and among NPC International, Inc. (“**NPC**”), and Randel Briggs, Sr. (“**Claimant**”), by and through his counsel of record, as the surviving natural father of LaRon Tyrell Briggs. NPC and the Claimant collectively are referred to in this Stipulation as the “**Parties,**” and each, as a “**Party.**” The Parties hereby stipulate and agree as follows:

RECITALS

A. On July 1, 2020 (the “**Petition Date**”), the Debtor and certain of its debtor affiliates (collectively, the “**Chapter 11 Entities**”) each commenced a voluntary case (collectively, the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”). The Chapter 11 Entities are continuing to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are NPC International, Inc. (7298); NPC Restaurant Holdings I LLC (0595); NPC Restaurant Holdings II LLC (0595); NPC Holdings, Inc. (6451); NPC International Holdings, LLC; (8234); NPC Restaurant Holdings, LLC (9045); NPC Operating Company B, Inc. (6498); and NPC Quality Burgers, Inc. (6457). The Debtors’ corporate headquarters and service address is 4200 W. 115th Street, Suite 200, Leawood, KS 66211.

B. At all times relevant hereto, NPC, operated Pizza Hut #4721 located at 4322 Rainbow Boulevard, Kansas City, Kansas, and employed LaRon Tyrell Briggs. LaRon Tyrell Briggs suffered fatal injuries during an attempted robbery on January 28, 2020 (the “**Incident Date**”), at Pizza Hut #4721.

C. The Debtors maintain a workers’ compensation policy which includes employer’s liability coverage with Old Republic Insurance (“**Old Republic**”) for the Incident Date (Policy No. MWC 314209 19) (the “**Workers’ Compensation Policy**”).

D. On or about September 25, 2020, NPC entered into a settlement agreement with Claimant (the “**Settlement Agreement**”). The Settlement Agreement provides for the payment by NPC of a confidential settlement amount (the “**Settlement Amount**”) to Claimant in full satisfaction and discharge of any and all claims that are or could have been brought by the Claimant in the Chapter 11 Cases. The Settlement Amount will be satisfied by the Workers’ Compensation Policy and its additional Employer’s Liability Coverage.

E. Claimant and Debtor intend to file the requisite pleadings in the Circuit Court of Jackson County, Missouri (the “**Missouri Court**”) and the Kansas Division of Workers’ Compensation (the “**Kansas Court**”) to finalize the Settlement Agreement and allow for payment of the confidential Settlement Amount upon the Bankruptcy Court’s approval of this Stipulation.

F. In light of the foregoing, and to ensure the Parties are permitted to take steps necessary to finalize the Settlement Agreement, the Parties have agreed, subject to approval of the Bankruptcy Court, to modify the automatic stay or discharge injunction, as applicable (the “**Automatic Stay**”), pursuant to section 362 of the Bankruptcy Code for the limited purpose

of allowing the Parties to file in the Missouri Court and the Kansas Court any pleadings necessary to finalize the Settlement, subject to the terms and conditions set forth below.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONGST THE PARTIES, THROUGH THE UNDERSIGNED, AND UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the “**Effective Date**”).

2. Upon the Effective Date, the Parties agree that, to the extent that the Automatic Stay applies, the Automatic Stay is modified solely to the extent necessary to permit the Parties to file a Petition for Approval of Wrongful Death Settlement and Stipulation for Compromise Settlement, and any related pleadings necessary to finalize the Settlement Agreement in the Missouri Court and Kansas Court; provided that all other provisions of the Automatic Stay shall remain in full force and effect.

3. Notwithstanding the lifting of the Automatic Stay, the Debtors and their estates shall not be obligated to pay any amounts owed or awarded in connection with the Settlement Agreement, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys’ fees and expenses. For the avoidance of doubt, the Claimant may collect the Settlement Amount from Old Republic under the provisions of the Workers’ Compensation Policy but not from the Debtors or their estates directly or indirectly.

4. Nothing contained herein shall be construed as a waiver by the Debtors of their right to object to any and all proofs of claim that may be filed by the Claimant or any other party in the Debtors’ chapter 11 cases.

5. The limited relief set forth herein shall not be construed as an admission of liability by the Debtors or any of their non-debtor affiliates regarding any claim or cause of action arising from or in relation to the attempted robbery at Pizza Hut #4721 on January 28, 2020, or any other matter.

6. This Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

7. Each of the undersigned who executes this Stipulation by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

8. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

9. This Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

10. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3), the terms and provisions of this Stipulation shall be effective and enforceable immediately upon the Effective Date, and shall thereafter be binding upon the Parties hereto and their respective affiliates and successors.

11. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

12. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

IT IS SO ORDERED

Signed: February 25, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

[Signature Page Follows]

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of
the day and year first below written.

Dated: February 15, 2021

By: /s/ Alfredo R. Pérez
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-and-

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Dated: February 15, 2021

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